

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

**KELLY PINN, Individually and on
behalf of all other similarly situated
*Plaintiff,***

v.

**TRANSAMERICA LIFE INSURANCE
COMPANY, NATHAN JOHNSON,
AND BANUELOS INSURANCE
AGENCY LLC D/B/A LEADS GURU
*Defendant.***

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Civil Action No. 4:24-cv-266-P

**DECLARATION OF MOHAMMAD W. ISLAM IN SUPPORT OF
MOTION FOR LEAVE TO FILE
RESPONSE TO PLAINTIFF'S AMENDED COMPLAINT**

Pursuant to 28 U.S.C. § 1746, I, Mohammad W. Islam, declare, under penalty of perjury, that the following is true and correct, as follows:

1. My name is Mohammad W. Islam. I am over 21 years of age and am competent to give testimony in this matter. I reside and work in San Joaquin County, California. I make the statements in this declaration based on my personal knowledge.

2. Plaintiff has improperly named Banuelos Insurance Agency LLC in this lawsuit.

3. Banuelos Insurance Agency LLC has not existed since approximately October 5, 2021. I was the only member of that LLC when it existed. On or around October 5, 2021, Banuelos Insurance Agency LLC became inactive with the California Secretary of State. Since that date, I have been operating at Mohammad W. Islam, doing business as Banuelos Insurance.

4. I have never attempted to contact Plaintiff Kelly Pinn ("Pinn") in this matter. I have never employed or otherwise contracted anyone to contact Pinn.

5. No one affiliated with Banuelos Insurance has ever attempted to sell Plaintiff a life insurance policy, or any insurance policy. Banuelos Insurance does not sell life insurance policies.

6. Banuelos Insurance only sells auto insurance, homeowners insurance, and commercial insurance.

7. No one affiliated with Banuelos Insurance sells insurance outside the State of California.

8. I am not licensed or registered to sell insurance outside the State of California. No one affiliated with Banuelos Insurance is licensed or registered to sell insurance outside the State of California.

9. I am not affiliated with Leads Guru. Banuelos Insurance is not affiliated with Leads Guru. No one affiliated with Banuelos Insurance has ever utilized Leads Guru for any reason.

10. I am not affiliated with Transamerica Life Insurance Company (“Transamerica”). Banuelos Insurance is not affiliated with Transamerica. No one affiliated with Banuelos Insurance has ever sold life insurance for Transamerica. No one affiliated with Banuelos Insurance has ever been authorized to sell life insurance for Transamerica.

11. I am not affiliated with Nathan Johnson (“Johnson”). No one affiliated with Banuelos Insurance is affiliated with Johnson. Banuelos Insurance has never employed, contracted, or controlled Johnson for any reason.

12. I do not conduct any business in the State of Texas. Banuelos Insurance does not conduct any business in the State of Texas. I do not contact individuals in Texas for the purpose of attempting to sell them any insurance policies. Banuelos Insurance does not contact individuals in Texas for the purpose of attempting to sell them any insurance policies.

13. Banuelos Insurance has no contact with the State of Texas other than being named in Plaintiff’s lawsuit. I personally have no contact with the State of Texas other than operating Banuelos Insurance who has been named in Plaintiff’s lawsuit.

14. Banuelos Insurance does not knowingly direct, oversee, ratify, manage, or exercise control over any third party in initiating any other outbound telemarketing or solicitation phone calls to individuals in Texas. It does not operate in Texas.

15. I was the registered agent for the inactive Banuelos Insurance Agency LLC. No one else was authorized to accept service of any lawsuit on behalf of the LLC. I was never personally served with a copy of the summons and lawsuit. Additionally, I am unaware of any copy of the process mailed to the mailing address of Banuelos Insurance Agency LLC.

16. To my knowledge, my office receptionist received a copy of the lawsuit on September 6, 2024.

17. I was not personally served with a copy of the lawsuit, as I left the country with my wife seeking medical treatment on July 30, 2024. Accordingly, on September 6, 2024, I was still out of the country taking care of my wife.

18. I contacted Plaintiff's counsel on September 23, 2024, informing them that Banuelos has no involvement in the lawsuit, and requesting it be dismissed. Plaintiff's counsel did not respond to that email.

19. I followed up with Plaintiff's counsel on September 26, 2024.

20. On October 20, 2024, for the first time, Plaintiff's attorney responded to me and stated they intended to file a request for entry of default. I immediately responded and informed Plaintiff's counsel that I was overseas attending to my critically ill wife and would not return to the country until November 11, 2024. I also informed them that I had been trying to contact attorneys in Texas, but had not received any responses. In that email, I asked Plaintiff's counsel if they could help me retain an attorney, because I have no affiliation with Texas and have no attorney contacts there. Plaintiff's counsel did not respond to that email.

21. I sent another email on November 5, 2024, again telling them that Plaintiff has sued an incorrect party. Plaintiffs' counsel responded the following day, threatening default and suggesting I hire an attorney. I immediately responded and informed them that I had emailed over 20 attorneys and no one would help. I also requested additional information linking Banuelos to Plaintiff's allegations in an attempt to prove Banuelos is not affiliated with Plaintiff's lawsuit. I received no response to that email.

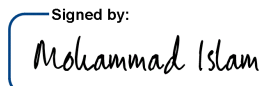
22. I finally returned to the country on November 11, 2024, and was able to locate and retain the law firm of Munsch Hardt Kopf & Harr on November 18, 2024.

23. To this day, my wife remains critically ill. Much of my time is spent taking care of my wife, and seeking her admission to various medical facilities inside and outside of the country.

24. I deny all of Plaintiff's allegations in her Amended Complaint. I had no affiliation with any of the calls made to Plaintiff. Banuelos Insurance has no affiliation with any of the calls made to Plaintiff.

I declare under penalty under penalty of perjury that the foregoing is true and correct.

Executed on November 19, 2024.

Signed by:

1EFC0CFB99314EA
Mohammad W. Islam

Certificate Of Completion

Envelope Id: ACD16E91F266418380D98C20E57A5647

Status: Completed

Subject: Complete with Docusign: 2024.11.19 - Declaration ISO Motion for Leave.docx

Source Envelope:

Document Pages: 4

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Initials: 0

Heather Valentine

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500 N. Akard Street

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Suite 4000

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Dallas, TX 75201-6605

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Mohammad Islam

banuelosins@gmail.com

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Security Level: Email, Account Authentication
(None)

Signed by:


1EFC0CFB99314EA...

Sent: 11/19/2024 4:17:53 PM

Viewed: 11/19/2024 6:13:10 PM

Signed: 11/19/2024 6:13:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.158.199.216

Electronic Record and Signature Disclosure:

Accepted: 11/19/2024 6:13:10 PM

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Accepted: 3/10/2024 9:47:29 PM

ID: 788fb08e-1d90-4294-923c-101e41e028f4

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/19/2024 4:17:54 PM

Certified Delivered

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11/19/2024 6:13:10 PM

Signing Complete

Security Checked

11/19/2024 6:13:24 PM

Completed

Security Checked

11/19/2024 6:13:24 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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